



Amendment No. 2  
To  
Contract No. NS180000020  
For  
Leak Diameter Main Leak Detection and Assessment  
Between  
Pure Technologies US, Inc.  
dba Wachs Water Services  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 14, 2021 through February 13, 2022. One option will remain.
- 2.0 The total contract amount is increased by \$1,000,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/14/2018 – 02/13/2020	\$2,000,000.00	\$2,000,000.00
Amendment No. 1: Option 1 – Extension 02/14/2020 – 02/13/2021	\$1,000,000.00	\$3,000,000.00
Amendment No. 2: Option 2 – Extension 02/14/2021 – 02/13/2022	\$1,000,000.00	\$4,000,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: John J. Galleher Jr. 12/11/2020

Printed Name: John J. Galleher Jr.  
Authorized Representative

Pure Technologies US, Inc.  
dba Wachs Water Services  
8920 State Route 108, Suite D  
Columbia, Maryland 21045  
(443) 766-7873  
[Dave.Kurtz@xyleminc.com](mailto:Dave.Kurtz@xyleminc.com)

Sign/Date: Matthew Duree  
Digitally signed by  
Matthew Duree  
Date: 2021.02.04  
09:48:02 -06'00'

Matthew Duree  
Procurement Manager  
City of Austin  
Purchasing Office  
124 W. 8th Street, Ste. 310  
Austin, Texas 78701



Amendment No. 1  
To  
Contract No. NS180000020  
For  
Leak Diameter Main Leak Detection and Assessment  
Between  
Pure Technologies US, Inc.  
dba Wachs Water Services  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be February 14, 2020 through February 13, 2021. Two options will remain.
- 2.0 The total contract amount is increased by \$1,000,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 02/14/2018 – 02/13/2020	\$2,000,000.00	\$2,000,000.00
Amendment No. 1: Option 1 – Extension 02/14/2020 – 02/13/2021	\$1,000,000.00	\$3,000,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: David Wall 01/22/2020

Printed Name: DAVID WALL  
Authorized Representative

Pure Technologies US, Inc.  
dba Wachs Water Services  
8920 State Route 108, Suite D  
Columbia, Maryland 21045  
(443) 766-7873  
[penny.davison@xyleminc.com](mailto:penny.davison@xyleminc.com)

Sign/Date: Matthew Duree 1-28-20

Matthew Duree  
Procurement Manager

City of Austin  
Purchasing Office  
124 W. 8th Street, Ste. 310  
Austin, Texas 78701



# City of Austin

## Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

February 13, 2018

Pure Technologies U.S. Inc. dba Wachs Water Services  
Dave Kurtz  
8920 State Route 108  
Suite D  
Columbia, MD 21045  
[Dave.kurtz@purechlld.com](mailto:Dave.kurtz@purechlld.com)

Dear Mr. Kurtz:

The Austin City Council approved the execution of a contract with your company for Leak Diameter Main Leak Detection and Assessment.

Responsible Department:	Austin Water
Department Contact Person:	Lydia Torres
Department Contact Email Address:	<a href="mailto:Lydia.torres@austintexas.gov">Lydia.torres@austintexas.gov</a>
Department Contact Telephone:	512-972-0329
Project Name:	Leak Diameter Main Leak Detection and Assessment
Contractor Name:	Pure Technologies U.S. Inc. dba Wachs Water Services
Contract Number:	MA 2200 NS180000020
Contract Period:	2/14/18 – 2/13/20
Dollar Amount	2,000,000
Extension Options:	3 x 12 months (1,000,000 per option
Requisition Number:	RQM 2200 17072600664
Agenda Item Number:	49
Council Approval Date:	2/1/18

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Georgia Billela  
Procurement Specialist III  
City of Austin  
Purchasing Office

cc: Lydia Torres  
Andy Ramirez  
Kirk Obst

**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
Pure Technologies U.S. Inc.  
Dbw Wachs Water Services  
For  
Large Diameter Main Leak Detection and Assessment  
NS180000020**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Pure Technologies U.S. Inc., Dbw Wachs Water Services ("Contractor"), having offices at 4505 Excel Parkway, Suite 600 Addison, Texas 75001.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

**1.1 Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

**1.2 Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

**1.3 Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

**1.4 Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Dave Kurtz, Phone: (214) 377-5301, Email Address: dave.kurtz@purtechltd.com. The City's Contract Manager for the engagement shall be Georgia Billela, Phone: (512) 974-2939, Email Address: Georgia.billela@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK**

**2.1 Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

**2.2 Tasks.** In order to accomplish the work described herein, the Contractor shall perform each of the following tasks:

2.2.1 Scope of Work AWU-172

**SECTION 3. COMPENSATION**

**3.1 Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$5,000,000.00 for all fees and expenses.



### 3.2 **Economic Price Adjustment.**

3.2.1. **Price Adjustments.** Prices shown in this Contract shall remain firm for the first twelve month period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line item made pursuant to this provision. Prices for product or services unaffected by verifiable cost trends shall not be subject to adjustment.

3.2.2 **Effective Date.** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

3.2.3 **Adjustments.** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

3.2.4 **Indexes.** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

3.2.4.1 The following definitions apply:

3.2.4.1.1 **Base Period.** Month and year of the original contracted price (the solicitation close date).

3.2.4.1.2 **Base Price.** Initial price quoted, proposed and/or contracted per unit of measure.

3.2.4.1.3 **Adjusted Price.** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.

3.2.4.1.4 **Change Factor.** The multiplier utilized to adjust the Base Price to the Adjusted Price.

3.2.4.1.5 **Weight %.** The percent of the Base Price subject to adjustment based on an index change.

3.2.4.2 **Adjustment-Request Review.** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

3.2.4.2.1 Utilize final Compilation data instead of Preliminary data

3.2.4.2.2 If the referenced index is no longer available shift up to the next higher category index.

3.2.4.3 **Index Identification.** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics Data	
Series ID: CIU202S0000000001	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: National	
Description of Series ID: Wages and Salaries for Private Industry Workers in Service-providing industries	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

3.2.5 **Calculation.** Price adjustment will be calculated as follows:

3.2.5.1 **Single Index.** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

3.2.6 If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

### 3.3 **Invoices.**

3.3.1 Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water Distribution System Engineering, Glenn Bell Service Center
Attn:	Kirk Obst,
Address	3907 South Industrial Dr.
City, State, Zip Code	Austin, TX. 78744

3.3.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.3.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.3.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

### 3.4 **Payment.**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.4.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.4.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.4.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.4.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;



3.4.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.4.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.4.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.4.3.7 Failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.5 **Retainage.** The City reserves the right to withhold a percent (%) (10% unless a different percentage is inserted) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

3.6 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.7 **Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

3.7.1 **Administrative.** The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

3.7.2 **Travel Expenses.** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

### 3.8 **Final Payment and Close-Out.**

3.8.1 The making and acceptance of final payment will constitute:

3.8.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.8.1.2 A waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

#### SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four months.

The Contract may be extended beyond the initial term for up to three additional twelve month periods at the City's sole option.

4.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

4.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

4.1.3 This is a sixty month Contract. Prices are firm for the first twelve (12) months.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar day's prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.



## SECTION 5. OTHER DELIVERABLES

### 5.1 **Insurance:** The following insurance requirements apply.

#### 5.1.1 **General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

OR

[PURInsuranceCompliance@austintexas.gov](mailto:PURInsuranceCompliance@austintexas.gov)

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days' Notice of Cancellation, Form WC420601, or equivalent coverage.



5.1.2.4 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

## 5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.3 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

5.4 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

## 5.5 **Delays.**

5.5.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.5.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.6 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables delivered by Contractor to the City.

5.6.1 **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. With respect to such work made- for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

5.6.2 **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.7 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.7.2 The City will not acquire any proprietary rights in Contractor's equipment, systems, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, methods, processes or know-how ("Contractor Proprietary Technology"). Any modifications or improvements to the Contractor Proprietary Technology made during the performance of the Services will be the sole and exclusive property of Contractor.

5.8 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

## **SECTION 6. WARRANTIES**

### **6.1 Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.



6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

## **SECTION 7. MISCELLANEOUS**

**7.1 Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

### **7.2 Workforce.**

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

**7.3 Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**7.4 Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.6 reorganization, reduction and/or relocation in key personnel;

7.4.7 known or anticipated sale, merger, or acquisition;

## **7.5 Audits and Records.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

### **7.5.2 Records Retention:**

7.5.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

**7.6 Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

## **7.7 Indemnity.**

### **7.7.1 Definitions:**

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),



7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, (ii) negligence, (iii) willful misconduct, or (iv) a breach of any legally imposed strict liability standard.

**7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**7.8 Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

**7.9 Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Georgia Billela, Procurement Specialist III

P O Box 1088

Austin, TX 78767

To the Contractor:

Pure Technologies U.S. Inc

ATTN: Dave Kurtz

4505 Excel Parkway, Suite 600

Dallas, TX 75001

**7.10 Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**7.11 Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

**7.12 No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**7.13 Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**7.14 Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

**7.15 Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

**7.16 Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

**7.17 Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

**7.18 Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**7.19 Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.



## **7.20 Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

## **7.21 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

**7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

## **7.22 Subcontractors.**

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**7.23 Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

**7.24 Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

**7.25 Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4



Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

**7.26 Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

**7.27 Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

**7.28 Incorporation of Documents.** Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:  
[https://assets.austintexas.gov/purchase/downloads/standard\\_purchase\\_definitions.pdf](https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf)

**7.29 Order of Precedence.** The Contract includes, without limitation, the Proposal submitted by Contractor, the Contract award, and the Specifications. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.29.1 any exceptions to the Offer accepted in writing by the City;

7.29.2 the Contractors proposal dated June 15, 2017 and pricing;

7.29.3 the specification AWU-172.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

Pure Technologies U.S. Inc.

By: \_\_\_\_\_

Signature

Name: John J. Galleher Jr.

Title: Vice President, West Region

Date: February 8, 2018

CITY OF AUSTIN

By: \_\_\_\_\_

Signature

Name: Georgia Billela / Linell Gordon-Brown

Printed Name

Title: Procurement Specialist III / Contract Management Sup

Date: 2/13/18 / 2-13-18

**List of Exhibits**

Exhibit A Proposal dated June 15, 2017  
Exhibit B Pricing Agreement  
Exhibit C Non Discrimination Certification, Section 0800

## EXHIBIT A

### CITY OF AUSTIN PURCHASE SPECIFICATION FOR

#### **LARGE DIAMETER NON-DESTRUCTIVE LEAK DETECTION AND CONDITION ASSESSMENT RELATED PROFESSIONAL SERVICES**

##### **1. INTRODUCTION (SCOPE OF SERVICES)**

- 1.1. Leak Detection Survey: The City of Austin (City), Austin Water will be conducting leak detection surveys on selected water distribution and transmission pipelines throughout Austin Water's service area. The leak detection surveys shall be completed using proven acoustic internal leak detection methods. The first method involves inserting a tethered, acoustic sensor into the water main and capturing data in real time. The second method involves inserting a free-swimming device into the pipeline, utilizing the flow for propulsion while collecting data. The various project survey locations, to be determined, shall occur on pipelines ranging in size from 12-inch to 120-inch. The primary pipe materials that will be surveyed are asbestos concrete (AC), prestressed concrete steel cylinder (PCCP), bar wrapped pipe (BWP), ductile iron (DI), steel and/or cast iron pipe (CI).
- 1.2. Condition Assessment: In addition to leak detection services, Austin Water is interested in securing condition assessment services utilizing electromagnetic (EM) testing technologies on PCCP, ductile iron, steel and BWP pipelines ranging from 12-inch to 120-inch. This service may or may not include visual inspection and/or sounding on various, non-contiguous sections of transmission mains. Methods of EM inspection will require one of the available delivery platforms, including manned entry, a long range, multi sensor robotic unit or a free-swimming tool. The selection of the delivery platform will be based on site conditions, logistical support requirements and other criteria to facilitate quality condition assessment data.

##### **2. SMARTBALL® LEAK/AIR POCKET DETECTION**

- 2.1. Scope - This specification is for furnishing SmartBall, a proven non-destructive, internal acoustic leak detection technology and the services necessary to identify and locate leaks and air pockets within a pressurized pipeline.
- 2.2. Description:
  - 2.2.1. SmartBall is a proprietary acoustic leak detection system that consists of an inner aluminum alloy core, containing an acoustic sensor and circuitry. The aluminum core is programmed and encapsulated inside of a foam ball to provide the appropriate mass (size and overall weight) that allows the device to be propelled by the water flow. The foam also provides acoustic dampening as the device traverses the pipeline. The SmartBall is then inserted into a fully operational pipeline and released into the fluid where the flow propels the device downstream. While the ball is traversing the pipeline, acoustic activity is continuously recorded. This data is later evaluated to determine the presence and location of any leaks and/or air pockets.
  - 2.2.2. SmartBall contains a high frequency transponder, a temperature sensor, a tri-axial accelerometer, a magnetometer and acoustic sensor. The transponder emits high frequency, timed acoustic signals that are detected by proprietary receivers on the surface. The SmartBall Receivers (SBRs) track the movement and location of the SmartBall, correlating the position at any time in reference to acoustic events recorded on the acoustic sensor contained within the SmartBall.
  - 2.2.3. Once the SmartBall has traversed the entire pipeline length, it is captured and retrieved from the pipeline. The acoustic data is then evaluated to determine the presence and location of any leaks and/or air pockets in the pipeline. Using acoustics to detect the sound induced by water escaping from pressurized pipe (pressure differential) is a proven method of identifying leaks and airpockets.



2.2.4. The SmartBall shall be capable of detecting leaks in all pipe materials.

### 2.3. SmartBall Leak Detection Survey:

2.3.1. The Contractor shall perform the leak detection survey on pipelines defined by the Project Manager or designee. The survey shall include inserting the device into the pipeline, tracking the location during the survey, capturing and extracting the device from the pipeline. The device shall be recovered from the pipeline to collect the acoustic data. Data shall be analyzed to identify leaks, entrained air, and slugs or air pockets along the pipeline. The estimated magnitude of each leak identified during the survey shall be estimated in units of gallons per minute (gpm) and reported as small (0 to 2 gpm), medium (2 to 10 gpm) or large (> 10 gpm).

2.3.2. The SmartBall shall be deployed as follows:

#### 2.3.2.1. Flow and Pressure Requirements:

2.3.2.1.1. Insertion: The SmartBall is inserted into a pressurized and fully operational pipeline. The device can be inserted into the pipeline through a 4-inch or larger access equipped with a 4-inch or corresponding larger "full-port" flange-faced valve.

2.3.2.1.2. A minimum flow rate of 0.5 feet per second (fps) is typically required to propel the SmartBall. Based on a review of the pipeline configuration and operating conditions, a higher flow rate may be required to accommodate steeper slopes or vertical risers in the pipeline. Contractor shall review operating conditions and advise as to the required minimum flow rate.

2.3.2.1.3. Desired maximum flow rate is typically near 6 feet per second (fps). The SmartBall is designed to roll on the bottom of the pipe, thereby utilizing the accelerometer data to capture the rate of rotation and develop a velocity profile. Above 6 fps, the SmartBall will tend to skip and rise into the flow of the water. This may result in inconclusive rotation data affecting the ability to locate the position of any acoustic anomaly identified. The Contractor shall review operating conditions and advise as to the required maximum flow rate.

2.3.2.1.4. In circumstances where an extremely high flow rate is unavoidable, an initial run can determine whether a leak or pocket of trapped air exists. If so, an SBR sensor(s) can be placed in the immediate 'vicinity' (nearby valve nuts, air release valves etc.) of where the acoustic anomaly was determined to be located. A second deployment will be required to identify the location of the leak, which should now be within the range of an SBR unit, thereby allowing for greater locating resolution. This approach will require a re-insertion and deployment.

2.3.2.1.5. The audible sound of a leak and the ability to detect leaks acoustically vary with pipeline pressure, leak volume, and leak shape. The minimum operating pressure typically required to detect a 0.35 gpm leak in pipe diameters 66-inch and smaller is 15 psi. For larger diameter pipe, a minimum pressure of 50 psi is required to detect a 0.35 gpm leak. The higher the operating pressure, the lower the leak detection limit.

2.3.2.1.6. Excessive debris and inconsistent flow rates may also cause the SmartBall to skip or rise into the flow stream and change the rotation of the ball. Typically, this can be accounted for in the analysis, but in certain circumstances these conditions can decrease the accuracy of the locating data.

2.3.2.2. Tracking the SmartBall - Proprietary receivers - SmartBall Receiver (SBR) — shall be utilized to track the location of the SmartBall and provide a fixed reference point and time at which the SmartBall passes the SBR location.

- 2.3.2.3. The SmartBall shall collect and store acoustic data while traversing the length of the pipeline. The battery capacity for the SmartBall is approximately 12 hours, which typically allows for the uninterrupted survey of 10 to 15 miles of pipeline, depending on the flow rate. If the length of the pipeline exceeds the capacity of the SmartBall, additional insertion access locations may be required. This will be addressed in project planning.
- 2.3.2.4. Laterals/Outlets: Flow into and from laterals must be shut off by closing downstream lateral valves. Inflows from laterals may be acceptable; however, such circumstances must be reviewed and agreed on by all parties before attempting a SmartBall survey.
- 2.3.2.5. Any outlets or sumps on the bottom of the pipe must be identified and reviewed as part of project planning.
- 2.3.2.6. SmartBall can be extracted by using an expandable-collapsing retrieval net system that is inserted into the pipeline through a 4-inch or larger access equipped with a 4-inch (or corresponding larger) "full-port" flange-faced valve. If a tap on the line is required, a 6-inch flange with a 6-inch full port valve is recommended. The retrieval net shall be deployed prior to inserting the SmartBall into the pipeline. The positioning of the net shall be verified using a camera.

#### 2.4. Identifying and Locating Acoustic Anomalies:

- 2.4.1. Following retrieval of the SmartBall, the collected acoustic data shall be analyzed using proprietary software, whereby acoustic anomalies indicative of a leak and/or air pocket are identified. The location of each identified leak and/or air pocket shall be determined. The locating accuracy and size of the leaks and/or air pockets are subject to the limitations of the technology.
- 2.4.2. Location resolution: The locating resolution is dependent upon the spacing between the SBR's. The closer the spacing, the tighter the locating resolution or accuracy. Required SBR sensor locations and spacing shall be addressed in the project planning document.
- 2.4.3. The recommended placement and spacing of SBR's and the recommended flow rate will be based on the piping configuration and will be identified in the Contractor's planning document prior to the inspection. Typically, SBRs are spaced less than 4,000 feet apart. When SBR's are spaced at the recommended distance, pipe flow is consistent, pipe configuration and conditions are favorable and the recommended flow rate is maintained, SmartBall shall be able to identify leak locations to within plus or minus six feet of the leak or air pocket location.

#### 2.5. Contractor Responsibilities:

##### 2.5.1 Preliminary Project Planning Document

The Contractor shall prepare a "preliminary" planning document in advance of conducting a site visit and scheduling any work. The purpose of the preliminary planning document is to define the scope of work and evaluate the logistical support requirements by Austin Water, including identification and preparation for access locations, SBR locations, flow rates and lateral valves to be closed during an inspection. Once the Project Manager or designee has issued a Notice-to-Proceed, Contractor shall conduct a site visit and finalize the Project Planning Document for submittal to the Project Manager or designee.

##### 2.5.2. Project Planning Document

- 2.5.2.1. The Contractor shall review all available documentation including as-built plans, profiles, intersections, make and lay drawings and grid maps of the pipeline. The Project Planning Document shall include an aerial map showing the approximate location of the pipeline, points of insertion and retrieval, locations of proposed SBR's, and other important details. As applicable, each Project



Planning Document shall include a project specific safety and health plan, personnel, equipment, appropriate MSDS, equipment disinfection procedures, confined space entry plan, scope of work and a schedule of work activities.

2.5.2.2. The Project Planning Document shall address the pipeline configuration and identify the required flow rates to accommodate the survey, thus providing the Project Manager or designee the desired flow rates for each project.

2.5.2.3. The Project Planning Document shall include detailed procedures with respect to insertion and retrieval of the SmartBall and identify any areas of potential concern (inline valves, laterals, risers, tees, etc.) and address each potential concern in detail including contingency plans.

2.5.2.4. The Project Planning Document shall be submitted to the Project Manager or designee for review and approval prior to initiating work. The Project Manager or designee will strive to provide comments within five (5) days of receiving the document.

### 2.5.3. Leak Detection Survey

2.5.3.1. The Contractor shall provide the equipment needed to set up SBR's, insertion and extraction equipment and any safety equipment including confined space protection as deemed necessary and defined in the Project Planning Document.

2.5.3.2. The Contractor may be required to work up to twelve (12) hour days, Monday through Friday including weekend work and nights as necessitated.

### 2.6. Project Deliverables:

2.6.1 Within five (5) business days of completing each leak detection survey, the Contractor shall provide the Project Manager or designee with a preliminary letter summarizing the presence and approximate location of all medium (2 to 10 gpm) and large (> 10 gpm) leaks identified during the SmartBall inspection. If any additional information is required from the Project Manager or designee to refine leak locations, the Contractor shall request accordingly at this time. Final leak locations will be included in the final report. The Project Manager or designee will notify the Contractor whenever proposing to excavate and repair a reported leak, whereby the Contractor can observe.

2.6.2 Leak locations shall be communicated to the Project Manager or designee in a clear manner using distances from upstream and downstream above ground features and/or a GPS coordinate. The Contractor, at the request of Project Manager or designee, will assist with physically marking the leak locations.

2.6.3. The Contractor shall deliver a detailed electronic Draft Project Completion Report to the Project Manager or designee within thirty (30) business working days after completion of the inspection. The Draft Report shall describe the SmartBall technology and its limitations, discuss the project in general terms, identify the locations along the pipeline where leaks and/or air pockets were identified, noting the distance from the nearest fixed reference point, a description of the nearest street, the Austin Water intersection ID number, and the estimated volumetric flow rate (as "small", "medium" or "large") of each leak.

2.6.4. The report shall include GPS coordinates at SBR installations and at extraction/insertion locations.

2.6.5. As requested by the Project Manager or designee, the Contractor will furnish a GIS database map from inspection. GPS points will be collected with Trimble 7 series GPS equipment and shall include the accuracy of each point.

2.6.6. Four (4) Final Report copies shall be delivered in hard copy format, and an electronic version emailed to the Project Manager or designee. The final report will be delivered within two (2) weeks after the draft inspection report comments are received from the Project Manager or designee.

2.7. City Responsibilities:

- 2.7.1. The City will provide as built plans, profiles, intersections, make and lay drawings, and grid maps of each pipeline to be surveyed, via email or an FTP site.
- 2.7.2. The City will accompany Contractor during site reconnaissance and provide access to the entire pipeline easement and pipeline appurtenances.
- 2.7.3. The City will provide 4-inch minimum insertion/extraction (equipped with 4-inch full port valves) sites and access.
- 2.7.4. The City will excavate access holes, provide shoring and other related work to facilitate inspection of the pipeline.
- 2.7.5. The City will verify operating conditions, including flow rate and pressure.
- 2.7.6. The City will provide traffic control as required.
- 2.7.7. The City will secure Right of Way Management Approval Network (ROWMAN) permits as needed.
- 2.7.8. The City will prepare and/or modify existing pipeline fittings and structures as needed to accommodate insertion of the SmartBall equipment.
- 2.7.9. The City will provide and maintain safe and reasonable access to all insertion/extraction sites throughout the inspection. Obtain any required permits to facilitate the inspection of the pipeline.
- 2.7.10. The City will operate the pipeline in a manner that will achieve the required flow velocity indicated in the Project Planning Document throughout the inspection.
- 2.7.11. The City will provide support personnel during the inspection to open manholes, and operate valves as needed.
- 2.7.12. The City will implement the contingency plan identified in the planning document.
- 2.7.13. The City will make a reasonable attempt to provide comments to the Contractor within five (5) business days after receiving the Draft Project Completion Report.

3. SAHARA LEAK/AIR POCKET Leak Detection Survey

3.1. Scope: This specification is for furnishing Sahara, a proven, non-destructive tethered acoustic leak detection technology and the services necessary to identify and locate leaks and air pockets in a pressurized pipeline in real time. Sahara video inspection can be added to confirm that there are no obstructions in the pipeline.

3.2. Description:

- 3.2.1. Sahara leak detection shall be performed using a tethered acoustic sensor and locating receiver. Acoustic data shall be gathered and interpreted in real-time using frequency spectrum displays and leak intensity amplitude. Leaks shall be visually displayed real-time, as a spectrographic presentation



of the acoustic response. Leak detection equipment shall have the ability to make multiple (or repeat) passes over acoustic anomalies or areas of concern to confirm the location.

3.2.2. The Sahara system is composed of the following components including but not limited to:

- 3.2.2.1. Insertion Mechanism: A gland to seal around the cable, a retractable guide to protect the cable from damage as it passes into the pipe, and a winch and cable drum to control the deployment and retrieval of the tethered umbilical cable.
- 3.2.2.2. Acoustic Sensor: A one-inch diameter acoustic sensor (hydrophone) head unit tethered to an umbilical cable. The sensor shall be capable of pinpointing the distinctive acoustic signals generated by leaks in the pipe wall, joints or steelwelds.
- 3.2.2.3. Drogue: A drag parachute attached to the head of the sensor to allow the sensor and locating unit to be carried along by the flow of water and ensure correct deployment of the equipment within the pipe.
- 3.2.2.4. Tethered Umbilical Cable: A tethered umbilical cable attached to the acoustic sensor that is inserted into the pipeline.
- 3.2.2.5. Acoustic Signal Processor: A processor that processes acoustic signals from the sensor and sends it to the system operator's headphone and data capture unit.
- 3.2.2.6. Sahara Locator: A precision locator that allows a secondary operator to mark the position of an identified leak on the surface above the identified leak.

3.2.3. All in-pipe components are miniaturized and attached to a tethered umbilical cable that is inserted, deployed, retracted, and retrieved from the water main at the insertion point. Signal amplification and processing occurs above ground at the remote end of the umbilical cable.

3.2.4. The primary operator is given instant results by both audio and visual signals.

3.3. Sahara Leak Detection:

- 3.3.1. The sensor is introduced to the main via a 2-inch or 4-inch launch assembly.
- 3.3.2. Once inserted, a winch is used to control the deployment rate of the tethered umbilical cable into the main. The winch can be reversed to sweep leak locations and retrieve the unit upon survey completion.
- 3.3.3. The characteristics of the signals received are displayed and can alert the primary operator to the locations of leaks. Additional information regarding signal strength and frequency allows the operator to isolate leak locations, and make a qualitative estimate as to the magnitude of the leak.
- 3.3.4. The distance traveled by the sensor is logged via an odometer mounted to the insertion assembly that measures the cable length as it is deployed into the main. This gives the position of the sensor within the pipeline, in relation to the insertion point.
- 3.3.5. To accurately track progress and locate leaks from the surface, the Sahara system is tracked using a Sahara Locator.
- 3.3.6. The Sahara System can be deployed to detect and locate leaks and air pockets in pipelines 12-inches and larger in diameter.

- 3.3.8. All components of the Sahara System, including the Sahara Locator, shall be maintained in good condition and all measuring components of the system shall be calibrated prior to deployment.
- 3.3.9. The deployment of the Sahara System shall require no shut down of in-service pipelines. The system shall be introduced into an in-service, pressurized pipeline through a 2-inch or larger diameter tap on top of the pipe. All components of the Sahara System that are introduced into the pipeline shall be disinfected and free of debris prior to insertion.
- 3.3.10. In ideal conditions, Sahara System shall locate leaks and/or gas pockets within +/-18 inches and marked by the Contractor on the surface. The terrain and pipeline configuration may affect the locating and ground surface marking resolution.
- 3.3.11. The Sahara System shall be equipped with sufficient cable to travel through the pipe for distances up to 5,000 feet per survey deployment. Actual inspection distance will depend on pipeline configuration (i.e., bends, slopes, etc.) and flow conditions. Each inspection run (the region between a start point and end- point) shall not exceed 5,000 linear feet of pipe, be limited to no more than 270 cumulative degrees of bends, and be unable to pass through in-line butterfly valves or other obstructions. The deployment distance for any inspection is dependent on the flow rate and pipe configuration. Contractor shall verify flow rates and review pipeline configuration in determining the projected length of deployment and include such information in the Project Planning Document.
- 3.3.12. The audible sound of a leak and the ability to detect leaks acoustically vary with pipeline pressure, leak volume, and leak shape. Sahara has detected leaks as small as 0.01 gallons per minute (GPM) at pipeline pressures of 90 pounds per square inch (psi) or higher, and leaks as small as 0.1 GPM at 25 psi. 15 psi is the minimum recommended pressure differential for acoustic leak detection.

#### 3.4. Contractor Responsibilities:

##### 3.4.1. Preliminary Project Planning Document

The Contractor shall prepare a "preliminary" planning document in advance of conducting a site visit and scheduling any work. The purpose of the preliminary planning document is to define the scope of work and evaluate the logistical support requirements by Project Manager or designee, including identification and preparation for access locations, flow rates and lateral valves to be closed during an inspection. Once the Project Manager or designee has issued a Notice-to-Proceed, Contractor shall conduct a site visit and finalize the Project Planning Document for submittal to the Project Manager or designee.

##### 3.4.2 Project Planning Document

- 3.4.2.1. The Contractor shall review all available documentation including as built plans, profiles, intersections, make and lay drawings, and grid maps of the pipeline. Contractor shall perform a site reconnaissance and prepare a Project Planning Document. The Project Planning Document shall include an aerial map showing the location of the pipeline, insertion and end points, scope of project and a schedule of work activities.
- 3.4.2.2. The Project Planning Document will evaluate the pipeline configuration and identify required flow rates to accommodate the survey.
- 3.4.2.3. The Project site visit shall include GPS point collection at accessible appurtenances, and at the insertion/point.
- 3.4.2.4 The Project Planning Document shall include procedures with respect to deployment, end points and insertion points for the tool, acoustic sensor, Sahara Locator, identifying any areas of



potential concern (in-line valves, bends, laterals, risers, tees, etc.) and address each potential concern.

- 3.4.2.5. The Project Planning Document shall be submitted to the Project Manager or designee for review and approval prior to initiating work. The Project Manager or designee will strive to provide comments within five (5) days of receiving the document.

#### 3.4.3 Leak Detection Survey

- 3.4.3.1. The Contractor shall provide the personnel needed to insert and remove the Sahara System and extract all pertinent data from the survey tool.
- 3.4.3.2. The Contractor shall dispatch the Sahara Locator to track the acoustic sensor head and mark the location of any identified leaks and/or air pockets on the surface using survey markers and/or marking paint. The Contractor shall also record leak and/or air pocket locations with Trimble 7 series GPS equipment (or equivalent).
- 3.4.3.3. The Contractor may be required to work up to twelve (12) hour days, Monday through Friday including weekend work and nights.
- 3.4.3.4. The Contractor shall provide all necessary connection fittings for attaching to 2-inch NPT threaded ball valves and to 4-inch 150-class flanged gate valves.
- 3.4.3.5. The Contractor shall provide flow meter and shall measure flows prior to survey if system conditions permit.

#### 3.5. Project Deliverables:

- 3.5.1. The Contractor shall mark all leaks and gas pockets identified during the inspection in the field prior to demobilization.
- 3.5.2. The Contractor shall deliver an electronic Draft Report to the Project Manager or designee within twenty (20) business working days following completion of the inspection. The Draft Report shall describe the Sahara technology and its limitations, discuss the project in general terms, identify all leak and/or air pocket locations along the pipeline, and estimate the size of each leak (small, medium or large) The report shall include the operator's notes as to visual observations viewed on the CCTV camera Contractor shall also furnish a copy of the CCTV recording in digital format.
- 3.5.3. The reports shall include GPS coordinates at the insertion location, accessible appurtenances along the pipeline and at marked leak and/or air pocket locations.
- 3.5.4. As may be requested by the Project Manager or designee, the Contractor shall furnish a GIS database and geospatial map modeled from inspection data integrated with geographical information, identifying inspection results with respect to the existing pipeline alignment. GPS points shall be collected with Trimble 7 series GPS equipment (or equivalent) and shall include the accuracy of each point.
- 3.5.5. Four (4) Final Report copies shall be delivered in hard copy format and an electronic report shall be emailed to the Project Manager or designee. Final report shall be delivered two (2) weeks after comments are submitted on the draft report by Project Manager or designee.

#### 3.6. City Responsibilities:

- 3.6.1. The City will equip each insertion location with a 2-inch ball valve or 4-inch gate valve attached directly to the crown of the pipe, and having clear direct vertical access to the surface with a minimum clearance of 18-inches (450 mm) from the center line of the valve to a side wall or other fixture. The distance from the top of the isolation valve to the crown of the pipe shall not exceed 76 inches. The Contractor shall provide all specialty appurtenances required for attachment to each 2-inch or 4-inch tap. If the pull tape method is used, a second 2-inch full-port valve shall be used for a pull site.
- 3.6.2. The City will provide all as built plans, profiles, intersections, make and lay drawings, and grid maps of each pipeline to be surveyed, via an email or FTP site.
- 3.6.3. The City will accompany Contractor during site reconnaissance and provide access to the pipeline easement and all pipeline appurtenances.
- 3.6.4. The City will excavate access holes, provide shoring and other related work to facilitate inspection of the pipeline.
- 3.6.5. The City will verify operating conditions, including flow rate and pressure.
- 3.6.6. The City will shut off flow to and from laterals.
- 3.6.7. The City will provide traffic control as required.
- 3.6.8. The City will secure ROWMAN permits as needed.
- 3.6.9. The City will prepare and/or modify existing pipeline fittings and structures as needed to accommodate insertion of the Sahara equipment.
- 3.6.10. The City will provide and maintain safe and reasonable access to all insertion sites throughout the inspection.
- 3.6.11. The City will operate the pipeline in a manner that will achieve the required flow velocity indicated in the Project Planning Document throughout the inspection.
- 3.6.12. The City will provide support personnel during the inspection to open manholes, and operate valves.
- 3.6.13. The City will implement the contingency plan identified in the planning document.
- 3.6.14. The City will provide will make a reasonable attempt to provide comments in five (5) business days after receiving the Draft Project Completion Report to the Contractor for inclusion into the Final Report.

#### 4. CONDITION ASSESSMENT USING ELECTROMAGNETIC (EM) TECHNOLOGY

4.1 Scope - This specification is for furnishing Electromagnetic (EM) Technology and related services necessary to identify broken wires on prestressed concrete cylinder pipe (PCCP), significant wall loss due to corrosion on ductile iron or steel pipe, and broken bars and significant wall loss due to corrosion on the steel cylinder of bar wrapped pipe (BWP). As requested by the Project Manager or designee, the Contractor will provide a pipe performance risk curve based on a finite element analysis model, and GIS database model as requested.

#### 4.2 Description:

4.2.1 General - EM inspection is applicable for evaluating the current conditions of PCCP, metallic (steel and ductile iron) and Bar Wrapped pipe (BWP). Pipe inspection and data acquisition may be



conducted using a manned cart, a robotic unit or free-swimming PipeDiver® delivery platform. EM technology is utilized to identify distressed pipe sections in PCCP, ductile iron, steel and BWP pipelines.

#### 4.2.2 Manned EM Inspection:

4.2.2.1 Manned inspection may be utilized on pipelines that are 36-inch diameter and larger. Minimum access requirements shall be 18-inch diameter. Emergency egress access shall be spaced no farther apart than 3,000 feet and pipeline closures will utilize double valve closures at each end of the closed pipeline segment where butterfly valves are installed, or other approved method to ensure isolation of the pipeline.

4.2.2.2 The pipeline must be de-watered to accommodate a manned inspection.

4.2.2.3 The Contractor shall furnish a confined space permit for all manned inspections. All personnel entering the pipeline and all personnel providing top side support must be confined space certified.

4.2.2.4 At the request and authorization of the Project Manager or designee, visual inspection and sounding (if applicable) will be performed in conjunction with a manned EM inspection. Sounding is only applicable on "embedded" PCCP.

#### 4.2.3 Robotic EM Inspection:

4.2.3.1 The robotic EM unit shall be equipped with a pan-tilt-zoom closed-circuit television (CCTV) camera, and the unit shall be operative in submerged conditions. The CCTV camera equipment shall provide views of the pipe ahead of the equipment and of features to the side and rear of the equipment through turning and rotation of the lens. The camera shall be capable of tilting at right angles along the axis of the pipe while panning the camera lens through a full circle about the circumference of the pipe. The lights on the camera shall also be capable of panning 90-degrees to the axis of the pipe.

4.2.3.2 The robotic unit shall have sufficient quantities of line and video cable to inspect as far as 7,800 feet from an access location. Actual inspection distance will be determined based on pipe line configuration (i.e., bends, slopes, etc.) and interior pipeline conditions (i.e., biofilm, debris, sediment accumulation, etc.).

4.2.3.4 The CCTV equipment shall have a zoom feature and lighting capable of providing general views of the pipeline looking along the pipe up to five pipe diameters away, including close-up views of features.

#### 4.2.4 PipeDiver® EM Inspection

4.2.4.1 The free-swimming PipeDiver is designed to be deployed into fully flowing and operational pipelines. PipeDiver consists of a battery module, electromagnetic exciter and receiver(s) and a tracking module. The system is neutrally buoyant and has flexible fins that are used to center the tool within the pipe and provide propulsion. Its flexible design allows for the PipeDiver to navigate butterfly valves and bends in the pipeline, while travelling long distances. Data is recorded and interpreted by an experienced analyst to pinpoint and quantify locations of distress.

4.2.4.2 Access for the PipeDiver will depend on the diameter of the pipeline to be inspected and the height of the access off the crown of the pipe. Typically, for pipes less than 60-inches in diameter, the PipeDiver can be inserted and extracted via a 12-inch access located within 12-inches of the pipe crown. Should the access include a riser greater than 12-inch, it may be necessary to employ an 18-inch access.

4.2.4.3 The PipeDiver is typically inserted and extracted under temporary de-pressurized conditions. Once placed in the pipeline, the PipeDiver is held in place using a "lasso" configuration until such time that

Austin Water can bring the pipeline up to the appropriate pressure and flow rate. The PipeDiver is then released into the flow. Several configurations can be utilized to catch or stop the PipeDiver, whereby it can be removed once the line is temporarily depressurized and the access opened.

4.2.4.4 Launch tubes are currently available to insert (and retrieve) the PipeDiver for inspections of fully pressurized pipelines that are 24-inch to 48-inch diameter. For pipe diameters 24-inch to 36-inch diameter, the launch tubes require a 12-inch access with 12-inch full port valve. However, the Project Manager or designee may elect to provide a 14-inch access with 14-inch full port valve that can accommodate a remote operated vehicle that can be deployed in the event of an unforeseen circumstance. For pipe diameters 36-inch to 48-inch, a 14-inch access with 14-inch full port valve is required. The Project Manager or designee will furnish a lifting device to set the launch tube in place.

4.2.4.5 PipeDiver can be used on pipelines with diameters ranging from 16-inches to 120-inches. The ability to maneuver 90-degree bends and other pipeline features will depend on the conditions identified in the Project Planning Document.

4246. Tracking the PipeDiver: SmartBall Receiver (SBR) — shall be utilized to track the location of the PipeDiver and provide a fixed reference point and time at which the PipeDiver passes the SBR location.

4.2.4.6.1 The PipeDiver shall collect and store EM data while traversing the length of the pipeline. The battery capacity for the PipeDiver is approximately 12 to 15 hours, which typically allows for the uninterrupted survey of 10 to 15 miles of pipeline, depending on the flow rate. If the length of the pipeline exceeds the capacity of the PipeDiver, additional insertion access locations may be required. This will be addressed in project planning.

4.2.4.6.2 Laterals/Outlets: Flow into and from laterals must be shut off by closing downstream lateral valves. Inflows from laterals may be acceptable; however, such circumstances must be reviewed and agreed on by all parties before attempting a PipeDiver EM inspection.

#### 4.3 Contractor Responsibilities:

##### 4.3.1. Preliminary Project Planning Document

The Contractor shall prepare a "preliminary" planning document in advance of conducting a site visit and scheduling any work. The purpose of the preliminary planning document is to define the scope of work and evaluate the logistical support requirements by Austin Water, including identification and preparation for access locations, SBR locations, flow rates and lateral valves to be closed during an inspection. Once the Project Manager or designee has issued a Notice-to-Proceed, the Contractor shall conduct a site visit and finalize the Project Planning Document for submittal to the Project Manager or designee.

##### 4.3.2 Project Planning Document

The Contractor shall review all available documentation including as built plans, profiles, intersections, make and lay drawings and grid maps of the pipeline. The Contractor shall perform a site reconnaissance and prepare a written Project Planning Document. The Project Planning Document shall include an aerial map showing the approximate location of the pipeline and insertion points. As applicable, the Project Planning Document shall include a project specific safety and health plan, personnel, equipment, appropriate MSDS, equipment disinfection procedures, confined space entry plan, scope of the project and schedule of work activities. The Project Planning Document shall be submitted to the Project Manager or designee for review and approval prior to initiating work.

##### 4.3.3 Inspection



- 4.3.3.1. In conjunction with a robotic or manned EM inspection and as may be requested and authorized by t), the Contractor shall perform a visual and/or sounding (sounding is only applicable in embedded PCCP) inspection to identify pipe that may be in severe distress and nearing imminent failure. The Contractor shall visually inspect the pipe interior, and all joints, documenting visual defects, damage, deterioration and other relevant information. In addition, the Contractor shall confirm each length of pipe section and provide an "as-constructed" lay schedule.
- 4.3.3.2. The Contractor shall furnish EM inspection equipment, labor and other related items that are identified in the planning document. The Contractor shall also perform an evaluation of the PCCP using EM data collected during the inspection.
- 4.3.3.3. As applicable, the Contractor shall be responsible for confined space entry requirements, including ventilation and top side support during pipeline inspection.
- 4.3.3.4. All personnel entering the pipeline(s) shall have received appropriate confined space entry training, OSHA certifications and shall utilize air quality monitors at all times.
- 4.3.3.5. Visual and sounding findings shall be documented using photographs, if applicable, of the distressed areas and shall be reviewed in conjunction with the "preliminary" results. If areas of immediate concern are identified during the inspection, the findings shall be communicated to the Project Manager or designee prior to demobilization. Once all information is cross referenced, photograph exhibits will be added to the Project Completion Report.
- 4.3.3.6. When conducting a manned EM inspection, the Contractor shall advise the Project Manager or designee prior to demobilization in the event of discovering any significantly distressed pipe section(s), and shall incorporate all findings and documentation in the Project Completion Report to be submitted with the electromagnetic testing data and results.

#### 4.4 Project Deliverables:

- 4.4.1 Upon completion of the inspection, the Contractor shall submit an electronic draft Project Completion Report for the Project Manager or designee's review within sixty (60) business working days after a PCCP inspection and within seventy-two (72) business working days after a BWP, steel or DI inspection. The Project Manager or designee will submit comments within ten (10) business working days of receiving the draft report. Two (2) weeks after receiving the Project Manager or designee's comments the Contractor shall provide four (4) hard bound copies and an electronic version of the final Project Completion Report.
- 4.4.2 The report shall contain quantitative and/or qualitative results, as applicable, that identify sections of pipe that are identified as having broken wires/bars, cylinder anomalies and/or other anomalous pipes. The report shall provide an estimated quantity of broken wires or bars, and/or cylinder wall loss (if applicable) on each pipe section. The report can include as applicable, the following:
  - 4.4.2.1 If CCTV was utilized, the Contractor shall provide one flash drive containing CCTV Video in MPEG Format and still photos of defects collected during the inspection in a JPEG format.
  - 4.4.2.2 GPS coordinates collected for insertion locations during the project shall be in the draft report.
  - 4.4.2.3 An inspection pipe list that includes identified features, a reference to available pipe drawings and the electromagnetic inspection results.
  - 4.4.2.4 Upon authorization from the Project Manager or designee, finite element modeling will be used to develop engineering risk curves to evaluate distressed pipe.

4.4.2.5 As may be requested by the Project Manager or designee, the Contractor shall furnish a GIS database and geospatial map modeled from inspection data integrated with geographical information, identifying inspection results with respect to the existing pipeline alignment. GPS points will be collected with Trimble 7 series GPS equipment and shall include the accuracy of each point.

#### 4.5 City Responsibilities:

- 4.5.1 The City will provide all as built plans, profiles, intersections, make and lay drawings, and grid maps of each pipeline to be surveyed, via an email or FTP site.
- 4.5.2 The City will accompany the Contractor during site reconnaissance and provide access to the entire pipeline easement and pipeline appurtenances.
- 4.5.3 The City will provide access for ingress/egress for personnel and equipment required for a manned EM inspection. The Project Manager or designee will provide access to the transmission mains through one or more of the existing man way points on the subject pipeline as needed. The Project Manager or designee will locate and open selected access and ventilation points and provide a clear area to allow the Contractor to prepare equipment prior to inserting into the pipeline. All personnel entering the pipeline(s) shall have received appropriate confined space entry training and certification and shall utilize air quality monitors at all times.
- 4.5.4 The City will lock-out and tag valves and de-water or depressurize as applicable to the technology platform selected as advised by Contractor. The Project Manager or designee will provide a lock-out tag-out plan to the Contractor for review and approval.
- 4.5.5 The City will provide access for deployment of the long range robotic inspection unit. Minimum access of 18-inches is required for insertion of the robotic unit. The Project Manager or designee will remove the access cover and provide a safe platform to deploy the robotic unit.
- 4.5.6 The City will provide support personnel during the inspection to open manholes, and operate valves as needed.
- 4.5.7 The City will operate the pipeline in a manner that will achieve the required flow velocity indicated in the Project Planning Document throughout the inspection. Conduct a flow test with the Contractor present prior to the inspection utilizing contractor provided flow meter.
- 4.5.8 The City will implement the contingency plan identified in the planning document.
- 4.5.9 The City will excavate access holes, and provide shoring as necessary to facilitate the inspection of the pipeline.
- 4.5.10 The City will provide traffic control as required.
- 4.5.11 The City will secure Right of Way Management Approval Network (ROWMAN) permits, as needed.
- 4.5.12 The City will provide and maintain safe and reasonable access to all insertion sites throughout the inspection and obtain any required permits.
- 4.5.13 Any additional requirements to complete the inspection that are identified in the Project Planning Document that are not include in the Contractor's scope.
- 4.5.14 The City will submit comments within ten (10) business working days of receiving the draft report.



## 5. ADDITIONAL SERVICES

5.1 Additional services as may be required by Austin Water shall include the following:

- 5.1.1. Test pit investigations and forensic sampling and analysis. The Project Manager or designee will furnish excavation and preparation of test pits. The Contractor shall perform external inspection of the pipe and collect samples of cement mortar, prestressing wires, surrounding soil and groundwater (if present) for analysis.
- 5.1.2. Finite element modeling to develop engineering performance curves for PCCP as determined by the Project Manager or designee.
- 5.1.3. Valve locating, exercising and gathering of valve GPS points. Valve Exercising shall be performed in accordance to AWWA M44 manual. Single lane closures including permitting shall be responsibility of Contractor. The Project Manager or designee will provide valve table, intersection sheets and applicable grid maps with pertinent valve ID numbers. Scope of project and deliverable will be agreed upon on project by project basis.

## 6. MISCELLANEOUS

- 6.1 The Contractor shall make an effort to provide redundancy in equipment to reduce project delays, however due to the proprietary nature of the equipment redundancy may not be possible. Contractor delays may be subject to remuneration to the City for expenses such as extended labor charges for onsite city personnel, equipment, water loss, and extended traffic control measures.
- 6.2 If the Contractor reports a leak in a final SmartBall or Sahara report, but the Project Manager or designee is unable to locate the leak within the reported accuracy in either direction of the location identified in the report, and verified in the field (if applicable), the Contractor shall be responsible for excavation costs incurred by Austin Water, not to exceed the cost of the leak detection survey. If the aforementioned conditions are met the Project Manager or designee will receive a credit on the next invoice submitted.
  - 6.2.1 The City will allow the Contractor to field verify leaks prior to excavation. As time and conditions allow, prior to excavation, the City will:
    - 6.2.1.1 Allow the Contractor the opportunity to field locate identified leaks with the Contractor selected and provided technologies;
    - 6.2.1.2 Submit estimated excavation costs to the Contractor;
    - 6.2.1.3 Notify Contractor of excavation schedule to allow the Contractor to be present during the excavation and leak verification process.
- 6.3 Confidential Information: Planning documents and reports may contain confidential proprietary information regarding SmartBall, Sahara, PipeDiver, EM technology, finite element analysis and pipe performance risk curves and shall not be distributed to other parties without prior written approval by the Project Manager or designee and Contractor.
- 6.4 For potable water lines, all components entering pipeline for all inspections, shall be disinfected prior to insertion.
- 6.5 Previously unidentified debris, obstructions and/or other conditions in the pipeline that result in the SmartBall, Sahara, PipeDiver or other equipment becoming lodged in the pipe shall be the responsibility of the City. The City will be responsible for all costs incurred to retrieve the equipment.

- 6.6 The City will make an effort to provide redundancy in equipment to eliminate project delays. The City may be subject to standby charges, subcontractor fees and/or re-mobilization fees in the event of a failed inspection attempt due to the City's error and/or equipment failure.

## 8. PROJECT MANAGER

- 8.1 Project Manager, Kirk Obst, is located at 3907 South Industrial Dr. Austin, TX 78744; office (512) 972-1120 or cell (512) 689-4967. The Contractor shall coordinate all leak detection and condition assessment related activities with the Project Manager or designee.

## 9. PAYMENT

### 9.1 Payment schedule:

#### 9.1.1. Payment shall be made in accordance with the following payment schedule:

- 9.1.1.1 Upon submittal and acceptance of Pre-Planning Document: 100% of Preliminary Planning Document Fee
- 9.1.1.2. Completion of Site Reconnaissance, Project Planning Document, Project Mobilization and Field Inspection: 100% of Mobilization Fee plus 20% of Technology Fee
- 9.1.1.3. Upon submittal and acceptance of the Final Report: Outstanding Balance of Total Project Fee.

### 9.2 Invoice: The invoice shall be mailed to the Project Manager or designee and shall include the following:

The Contractor's name, on a professionally pre-printed form, the Contractor's address and phone number, and City's contract number/purchase order number.

- Date of each mobilization.
- Itemized costs utilizing pay items, pay item numbers and unit prices contained in the pricing agreement for each mobilization.
- The City's current DO number associated with this contract.
- Footage (quantity) for each project.
- Description of each project.

### 9.3 Planning fees: If two (2) technologies are to be used on the same pipeline with approximately the same inspection length and generally the same insertion and extraction locations only one (1) preliminary planning document shall apply.

### 9.4 Invoice(s) shall be mailed to the address below:

Austin Water, Distribution System Engineering, Glenn Bell Service Center  
Attention: Kirk Obst  
3907 South Industrial Dr.  
Austin, TX 78744



## EXHIBIT "B"



June 15, 2017

Austin Water  
Glen Bell Service Center  
3907 South Industrial Drive  
Austin, TX 78744

**Attention: Kirk Obst**

**Subject: Pure Technologies U.S. Inc.**

Dear Mr. Obst:

Pure Technologies Ltd. ("Pure") has created various leak detection and condition assessment technologies that are protected by various North American and international patents and form an integral part of Pure's intellectual property portfolio.

### **PureEM® - Manned EM, PipeDiver and PureRobotics**

PureEM™ is an electromagnetic (EM) inspection technology for evaluating the current condition of prestressed concrete cylinder pipe (PCCP) (among other types of concrete pipe), bar wrapped pipe and metallic pipe.

PureEM™ is deployed on manned inspection tools and other propriety condition assessment platforms owned by Pure including:

- **PipeDiver™ platform.** PipeDiver is an innovative, free-swimming condition assessment platform for water and wastewater pipelines that operates while a main remains in service.
- **PureRobotics™.** PureRobotics is a powerful robotic pipeline inspection system that can be configured to inspect virtually any pipe application of 24-inches and larger.

The PureEM technology is protected by various North American and international patents. The applicable U.S. patent is listed below.

### **Electromagnetic Analysis of Concrete Tensioning Wires\***

Patent No. 6,791,318  
Issue Date: 1/29/2002

Patent No. 6,781,369  
Issue Date: 8/24/2004

\*PureEM™ has been adapted for use in metallic pipe.

### **SmartBall® Leak Detection (SmartBall)**

Pure's SmartBall leak detection platform is a free-swimming tool that can accurately identify leaks and air pockets in water and wastewater pipelines. It is capable of locating very small leaks typically within 6 feet (1.8 meters) of their actual location.

The applicable U.S. patent is:

**Anomaly Detector for Pipelines (untethered, unpowered, rollable device to sense condition of pipeline wall)**

Patent No. 8,098,063

Issue Date: 1/17/2012

**Sahara® II PWA (Sahara)**

Pure's Sahara II PWA platform is a tethered tool used to identify stress in the pipe wall of pressurized mains which is an indicator of where the pipe will be damaged.

The applicable U.S. patents (includes noted applications) are:

**Deployment of Equipment into Fluid Containers and Conduits**

Patent No. 6,889,703

Issue Date: 5/10/2005

Patent No. 7,331,215

Issue Date: 2/19/2008

**Tethered Sensing System for Pipelines - Application**

Serial No. 14,758,103

Status: Published

To our knowledge, Pure is not aware of any other company in the United States or elsewhere offering pipeline inspection platforms with the same capabilities and features. This technology is proprietary and forms an integral part of our Intellectual Property Portfolio.

If you require any further information, please feel free to contact Dave Kurtz at (214) 377-5301 or by email at [Dave.kurtz@puretechltd.com](mailto:Dave.kurtz@puretechltd.com).

**Pure Technologies U.S. Inc.**



John J. Galleher Jr., P.E.  
Vice President, West Region



# EXHIBIT "B"

## PURE TECHNOLOGIES FY 2018 PRICES

Item #	Description	Unit	2011 Unit Price	2015 Unit Pricing	Revised 2018 Unit Pricing	Revised 2015 to 2018 Percent Change
1	Electromagnetic Testing (EMT) using Manned Cart - applicable for PCCP potable water pipelines 36-inches to 66 inch diameter					
1a	Preliminary Planning Document	LS			\$ 3,500.00	
1b	Mobilization including travel, equipment, site reconnaissance, planning document, etc.	LS	\$25,000.00	\$25,000.00	\$ 21,500.00	0.00%
	Technology Fee					
1c	< 1 mile continuous under single mobilization	LS	\$23,000.00	\$24,000.00	\$ 24,400.00	1.67%
1d	1 to 5 miles continuous under single mobilization	Per LF	\$3.50	\$3.75	\$ 3.82	1.87%
1e	> 5 miles continuous under single mobilization	Per LF	\$3.25	\$3.50	\$ 3.57	2.00%
1f	Rope Support (2 man crew)	Per Day	\$5,000.00	\$5,000.00	\$ 5,000.00	0.00%
	Surcharge for Enhanced EM on single diameter bar-wrapped pipe, steel or ductile iron pipe					
1g	< 1 mile continuous under single mobilization	Per LF		\$3.00	\$ 3.05	1.67%
1h	1 to 5 miles continuous under single mobilization	Per LF		\$2.50	\$ 2.55	2.00%
1j	> 5 miles continuous under single mobilization	Per LF		\$2.00	\$ 2.04	2.00%
1k	Standby	Per Crew day	\$5,000.00	\$5,000.00	\$ 5,000.00	0.00%
2	EM and CCTV using PureRobotic "G" Long Range, Multi Sensor Delivery Platform - applicable for PCCP potable water pipelines 24-inches to 66-inches in diameter					
2a	Preliminary Planning Document	LS			\$ 3,500.00	
2b	Mobilization including travel, equipment, site reconnaissance, planning document, etc.	LS	\$40,000.00	\$40,000.00	\$ 37,000.00	1.25%
	Technology Fee					
2c	< 1 mile continuous under single mobilization	LS	\$45,000.00	\$45,000.00	\$ 45,000.00	0.00%
2d	1 to 5 miles continuous under single mobilization	Per LF	\$8.50	\$9.00	\$ 9.15	1.67%
2e	> 5 miles continuous under single mobilization	Per LF	\$8.00	\$8.50	\$ 8.65	1.76%
2f	SONAR Profiling (in conjunction with Robotic EMT)	Per LF	\$2.00	\$2.00	\$ 2.04	2.00%
2g	Laser Profiling (in conjunction with Robotics EMT)	Per LF	\$2.00	\$2.00	\$ 2.04	2.00%
	Surcharge for Enhanced EM on single diameter bar-wrapped pipe, steel or ductile iron pipe metallic pipe					
2h	< 1 mile continuous under single mobilization	Per LF		\$3.00	\$ 3.05	1.67%
2i	1 to 5 miles continuous under single mobilization	Per LF		\$2.50	\$ 2.55	2.00%
2j	> 5 miles continuous under single mobilization	Per LF		\$2.00	\$ 2.04	2.00%
2k	Standby	Per Crew Day	\$5,000.00	\$5,000.00	\$ 5,000.00	0.00%
3	EM using PipeDiver Delivery Platform					
	Applicable for PCCP potable water pipelines 16-inch to 66-inches in diameter					
3a	Preliminary Planning Document	LS			\$ 3,500.00	
3b	Mobilization including travel, equipment, site reconnaissance, planning document, etc.	LS	\$40,000.00	\$43,000.00	\$ 40,000.00	1.16%
3c	Insertion Launch Tube for PipeDiver on Pipelines less than 54-inch diameter	EA	\$30,000.00	\$32,500.00	\$ 35,000.00	7.69%
3d	Retrieval Launch Tube for PipeDiver on Pipelines less than 54-inch diameter	EA	\$30,000.00	\$32,500.00	\$ 35,000.00	7.69%
	Technology Fee					
3e	< 2 miles continuous under single mobilization (one mile minimum charge)	Per LF		\$12.00	\$ 12.20	1.67%
3f	≥2 miles continuous under single mobilization	Per LF	\$8.80	\$9.50	\$ 9.65	1.58%
	Surcharge for Enhanced EM on single diameter bar-wrapped pipe, steel or ductile iron pipe					
3g	< 2 miles continuous under single mobilization (one mile minimum charge)	Per LF		\$5.00	\$ 5.00	0.00%
3h	≥2 miles continuous under single mobilization	Per LF		\$4.00	\$ 4.00	0.00%
3i	Standby	Per crew day	\$5,000.00	\$5,000.00	\$ 5,000.00	0.00%
4	Expedited (72 hours) preliminary data analysis for EM inspection to provide evaluation of severely distressed PCCP	Per Mile	\$7,000.00	\$7,000.00	\$ 7,000.00	0.00%
5	EM Field Calibration per pipe	Each	\$12,000.00	\$12,000.00	\$ 12,000.00	0.00%
6	Tethered leak /gas pocket detection survey using Sahara System					
6a	Preliminary Planning Document	LS			\$ 3,500.00	
6b	Mobilization including travel, equipment, site reconnaissance, planning document, etc.	LS	\$25,000.00	\$25,000.00	\$ 21,500.00	0.00%
	Technology Fee					
6c	< 5 continuous days under a single mobilization	Per Day	\$14,000.00	\$14,000.00	\$ 14,000.00	0.00%
6d	5 to 15 continuous weekdays/Saturdays	Per Day	\$12,900.00	\$12,900.00	\$ 12,900.00	0.00%
6e	> 15 continuous weekdays/Saturdays	Per Day	\$11,500.00	\$11,500.00	\$ 11,500.00	0.00%
6f	Standby	Per crew day	\$5,000.00	\$5,000.00	\$ 5,000.00	0.00%

7	Free-Swimming leak/gas pocket detection survey using SmartBall					
7a	Preliminary Planning Document	LS			\$ 3,500.00	
7b	Mobilization including travel, equipment, site reconnaissance, planning document, etc.	LS	\$20,000.00	\$20,000.00	\$ 16,500.00	0.00%
	Technology Fee					
7c	< 1 mile continuous under single mobilization	LS	\$15,000.00	\$16,000.00	\$ 16,300.00	1.88%
7d	1 to 5 miles continuous under single mobilization	Per Foot	\$2.25	\$2.35	\$ 2.40	2.13%
7e	> 5 miles continuous under single mobilization	Per Foot	\$1.90	\$2.00	\$ 2.04	2.00%
7f	Standby	Per crew day	\$3,000.00	\$3,000.00	\$ 3,000.00	0.00%
					\$3,000.00	
8	Engineering Performance Curves using finite element modeling	Each	\$5,000.00	\$5,400.00	\$ 5,500.00	1.85%
9	External Inspection and Forensic Sampling in conjunction with Test Pit Excavation (excavation and exposure of pipe by Austin Water)					
9a	External Inspection including sounding, sampling of soil, sampling of groundwater (if present), sampling of cement mortar, sampling of prestressing wire on inactive pipe to be removed from service, photographic documentation, and letter report of findings	Per Pipe			\$ 12,500.00	New Item
9b	Continuity Testing on E301 Pipe without shorting straps	Per Pipe			\$ 7,500.00	New Item
9c	Sampling of prestressing wire on active pipe with replacement of splice wires	Per Pipe		\$12,000.00	\$ 12,000.00	0.00%
9d	Pipe Dissection & Forensic Analysis	Per Pipe		\$25,000.00	\$ 25,000.00	0.00%
9e	Standby	Per manday	\$1,500.00	\$1,500.00	\$ 1,500.00	0.00%
9g	Exterior EMT using PipeScanner plus letter report (excavation and exposure by others)	Per Pipe	\$15,000.00 plus \$7,500.00 per day	\$15,000.00 plus \$7,500.00 per day	\$15,000.00 + \$3,500.00 per pipe or Cost + 10%	0.00%
9h	Laboratory Analysis of Material Samples	Each				
11	Emergency Response Services					
11a	Premium for On-Site Response for any technology and/or service Added Mobilization within 72 hours (if inspection technologies are available) does not include cost of service as defined by line item description	LS	\$10,000.00	\$10,000.00	\$ 10,000.00	0.00%
12a	External Leak Detection using listening mics	Per Day			\$ 3,000.00	New Item
12b	Valve Turning and Assessment	Per Day	\$3,000.00	\$3,000.00	\$ 3,000.00	0.00%
13	Other services as directed by Austin Water:					
13a	GIS Reporting (one mile minimum)	Per Foot	\$0.85	\$1.25	\$ 1.25	0.00%
13b	Project Manager	Per Hour	\$160.00	\$160.00	\$ 160.00	0.00%
13c	Project Engineer	Per Hour	\$120.00	\$120.00	\$ 120.00	0.00%
13d	Field Technician	Per Hour	\$85.00	\$85.00	\$ 85.00	0.00%
13e	Administrative Support	Per Hour	\$75.00	\$75.00	\$ 75.00	0.00%
13f	Data Analyst	Per Hour	\$120.00	\$120.00	\$ 120.00	0.00%
13g	GIS Technician	Per Hour	\$120.00	\$120.00	\$ 120.00	0.00%
13h	Travel and Expenses (Cost plus 10%)	%	Cost plus 10%	Cost plus 10%	Cost plus 10%	0.00%
13j	Laboratory Analysis of Material Samples	Each			Cost plus 10%	New Item
13k	Surcharge to GIS reporting in Item 13a when using on-board 3D Inertial Mapping Unit with manned or robotic EM inspection	Per Foot			\$0.50	New Item



**EXHIBIT C**  
**City of Austin, Texas**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.



The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 8th day of February, 2018

CONTRACTOR  
Authorized  
Signature

Title

Pure Technologies U.S. Inc.

Vice President, West Region





# City of Austin FSD Purchasing Office

## Certificate of Exemption

DATE: 10/27/2017

DEPT: Austin Water

TO: Purchasing Officer or Designee

FROM: Kirk Obst

BUYER: Georgia Billela

PHONE: (512) 972-1120

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)
  - ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
  - ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
  - ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
  - ☐ a procurement for personal, professional, or planning services
  - ☐ a procurement for work that is performed and paid for by the day as the work progresses
  - ☐ a purchase of land or right-of-way
  - ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
  - ☐ a purchase of rare books, papers, and other library materials for a public library
  - ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
  - ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for
  - cooperative purchasing administered by a regional planning commission established under Chapter 391
  - ☐ services performed by blind or severely disabled persons
  - ☐ goods purchased by a municipality for subsequent retail sale by the municipality
  - ☐ electricity
  - ☐ advertising, other than legal notices
  - ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.



4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

Austin Water has worked successfully with Pure Technologies since 2009. Their innovative and patented leak detection and condition assessment technology platforms have provided Austin Water the only resources to obtain data for managing aging and critical large diameter potable transmission mains.

Austin Water, in the past has contacted City of Dallas Water Utilities, Water District No. 1 of Johnson County Kansas and Tarrant Regional Water District to discuss effectiveness of the proprietary technologies and services provided by Pure Technologies. The feedback received has been very positive for the promotion and continued use of their suite of patented technology solutions to manage pipeline assets.

Internet searches and the website WaterOnline.com also support the justification for Pure Technologies being the the only viable and sole source provider for these technology platforms. They are not associated to any Buyboard or any other co-op purchasing agency.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Pure Technologies US, Inc. which will cost approximately \$ 5,000,000.00 (Provide estimate and/or breakdown of cost).

Recommended Certification	<u>Math Cull</u> Originator	<u>11/15/2017</u> Date
Approved Certification	<u>TAM</u> Department Director or designee	<u>11/16/2017</u> Date
	<u>APC</u> Assistant City Manager / General Manager or designee (if applicable)	<u>11/20</u> Date
Purchasing Review (if applicable)	<u>[Signature]</u> Buyer	<u>11/20</u> Date <u>NO</u> Manager Initials
Exemption Authorized (if applicable)	<u>NO</u> Purchasing Officer or designee	<u>12-1-17</u> Date

02/26/2013

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-307377

Date Filed:  
01/29/2018

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Pure Technologies U.S. Inc.  
Addison, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Austin

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

NS180000020  
Large Diameter Main Leak Detection and Assessment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Higgins, Michael	Addison, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is John J. Galleher, and my date of birth is \_\_\_\_\_.

My address is 600 West Broadway St 500 San Diego, CA, 92101, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in San Diego County, State of CA, on the 30 day of Jan., 20 18.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)

## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Irene Sanchez-Rocha	<b>PM Name/Phone</b>	Lydia Torres
<b>Sponsor/User Dept.</b>	Austin Water	<b>Sponsor Name/Phone</b>	Lydia Torres (512) 972-0329
<b>Solicitation No</b>		<b>Project Name</b>	Large Diameter Main Leak Detection and Assessment
<b>Contract Amount</b>	Estimate \$1,000,000.00 a year Total 5- year contract \$5,000,000.00	<b>Ad Date (if applicable)</b>	N/A
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input checked="" type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
Large Diameter Main Leak Detection and Assessment			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
Previous contract NS150000025 was a sole source with no goals established. No subcontractors were utilized.			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
96250			
Irene Sanchez-Rocha		12/1/2017	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>		
<b>Date Received</b>		<b>Date Assigned to BDC</b>
<b>In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>		
<input type="checkbox"/> Goals	% MBE	% WBE
<input type="checkbox"/> Subgoals	% African American	% Hispanic
	% Asian/Native American	% WBE



## GOAL DETERMINATION REQUEST FORM

<input type="checkbox"/> Exempt from MBE/WBE Procurement Program	<input type="checkbox"/> No Goals
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## GOAL DETERMINATION REQUEST FORM

**This determination is based upon the following:**

- |  |  |
|--|--|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs               |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities         |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input checked="" type="checkbox"/> Sole Source                    | <input type="checkbox"/> Other                                   |

*If Other was selected, provide reasoning:*

**MBE/WBE/DBE Availability**

N/A

**Subcontracting Opportunities Identified**

N/A

Tracy Burkhalter

**SMBR Staff**

**Signature/ Date**

**SMBR Director or Designee**

**Date**

**Returned to/ Date:**